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**TITLE SHEET**

**RULES, REGULATIONS, AND SCHEDULE OF RATES AND CHARGES**

**APPLICABLE TO END USERS**

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**RESOLD LOCAL EXCHANGE TELECOMMUNICATIONS**

**SERVICES FURNISHED BY TELCO EXPERTS, LLC.**

**WITHIN THE STATE OF ARIZONA**

This tariff applies to the Competitive Local Exchange Telecommunications Services furnished by Telco Experts, LLC d/b/a Telco Experts ("Company") between one or more points in the State of Arizona. Within this tariff are the rates, descriptions and regulations applicable to the furnishing of services and facilities for intrastate interexchange telecommunications services.

This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 38 Park Avenue, 2<sup>nd</sup> Floor. Rutherford, NJ 07070.

Issued: July 2<sup>nd</sup>, 2012  
Issued by:

Adam Goldberg  
Telco Experts, LLC  
38 Park Avenue \* 2<sup>nd</sup> Floor  
Rutherford, NJ 07070

Effective July 31st, 2012

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## SYMBOLS AND TARIFF FORMAT

### EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- |   |  |
|---|--|
| C | To signify changed regulation.                                   |
| D | To signify discontinued rate or regulation.                      |
| I | To signify increased rate.                                       |
| M | To signify a move in the location of text.                       |
| N | To signify new rate or regulation.                               |
| R | To signify reduced rate.   |
| S | To signify reissued matter.                                      |
| T | To signify a change in text but no change in rate or regulation. |

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# ORIGINAL

## SYMBOLS AND TARIFF FORMAT (Cont'd)

### TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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# ORIGINAL

## CHECK SHEET

The sheets of this tariff are effective as of the date shown at the top of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff that are currently in effect as of the date at the bottom of this sheet.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original	41	Original
2	Original	22	Original	42	Original
3	Original	23	Original	43	Original
4	Original	24	Original	44	Original
5	Original	25	Original	45	Original
6	Original	26	Original	46	Original
7	Original	27	Original	47	Original
8	Original	28	Original	48	Original
9	Original	39	Original	49	Original
10	Original	30	Original	50	Original
11	Original	31	Original	51	Original
12	Original	32	Original	52	Original
13	Original	33	Original	53	Original
14	Original	34	Original	54	Original
15	Original	35	Original	55	Original
16	Original	36	Original	56	Original
17	Original	37	Original	57	Original
18	Original	38	Original	58	Original
19	Original	39	Original	59	Original
20	Original	40	Original	60	Original

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CHECK SHEET (Cont'd)

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
61	Original	83	Original	105	Original
62	Original	84	Original	106	Original
63	Original	85	Original	107	Original
64	Original	86	Original	108	Original
65	Original	87	Original	109	Original
66	Original	88	Original	110	Original
67	Original	89	Original	111	Original
68	Original	90	Original	112	Original
69	Original	91	Original	113	Original
70	Original	92	Original	114	Original
71	Original	93	Original	115	Original
72	Original	94	Original	116	Original
73	Original	95	Original	117	Original
74	Original	96	Original	118	Original
75	Original	97	Original	119	Original
76	Original	98	Original	120	Original
77	Original	99	Original	121	Original
78	Original	100	Original	122	Original
79	Original	101	Original	123	Original
80	Original	102	Original	124	Original
81	Original	103	Original	125	Original
82	Original	104	Original	126	Original

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CHECK SHEET (Cont'd)

Sheet   Revision

127   Original

128   Original

129   Original

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by Telco Experts, LLC to customers within the state of Arizona.

The provision of local exchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

This tariff is on file with the Arizona Corporation Commission.

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**SECTION 1 – DEFINITIONS**

Certain terms used generally throughout this tariff are defined below.

**A.C.C.**

Arizona Corporation Commission

**Access Line**

An arrangement which connects the Customer's location to a switching center.

**Account Codes**

Permits users to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

**Advanced In-Only Trunk with DID and Hunting**

In only trunk with Direct-Inward-Dialing (DID) feature. Requires a DID trunk circuit termination.

**Advance Payment**

Part or all of a payment required before the start of service.

**Automatic Number Identification (ANI):**

Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

**Authorization Code**

A numerical code, one or more of which is available to Customer to enable it to access Telco Experts' network, and which are used by Telco Experts to prevent unauthorized access to its facilities and to identify Customer for billing purposes.

**Basic In-Only**

One-way trunk which allows traffic from the central office switch to be transmitted to a customer's PBX.

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SECTION 1 – DEFINITIONS (Cont'd)Basic Out-Only

One-way trunk which only allows traffic originating in the PBX to be transmitted to the central switch.

Basic Two-Way

Trunk which allows traffic originating in the PBX to be transmitted to the central office switch and traffic from the central office switch to terminate to the PBX.

Bit

The smallest unit of information in the binary system of notation.

Calls

Telephone messages completed by Customers.

Call Forwarding System:

Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Busy:

Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be forwarded to a number different from DID calls.

Call Forwarding Variable Limited:

When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, or to the attendant position. The attendant may also activate this feature for a station line user.

Central Office

A unit of the Incumbent Local Exchange Carrier's system that provides service to the general public and has the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. More than one (1) central office may occupy a building.

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SECTION 1 – DEFINITIONS (Cont'd)

Charges

Monthly recurring and nonrecurring amounts billed to Customers for services.

Commission

Arizona Corporation Commission.

Company:

Telco Experts, LLC, the issuer of this tariff.

Customer

Any person, firm, association, corporation, agency of the federal, state, or local government, or legal entity responsible by law for payment of rates and charges and for compliance with the regulations of Telco Experts.

Customer Contract

A written agreement between the Customer and Telco Experts containing or referring to the rates and regulations applicable to the service being provided.

Customer Premises Equipment All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by Telco Experts or another supplier and leased to the Customer.

Delinquent or Delinquency

An account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.

DID (Direct Inward Dialing)

A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"):

A service attribute that allows individual station users to access and dial outside numbers directly.

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SECTION 1 – DEFINITIONS (Cont'd)

Disconnect or Disconnection

The disabling of circuitry to prevent outgoing and/or incoming calls.

Due Date

The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by “due by”, “pay by”, “if paid by”, or other such language on the Customer’s bill.

Exchange

A unit established for the administration of local communication services.

Exchange Service

A local communications service furnished by means of local exchange plant and facilities.

Federal Communications Commission (or “FCC”):

Independent federal government agency that develops and implements policy concerning interstate and international communications.

Holidays - Rates associated with Premise Work done on Sundays and holidays. Holidays include New Year’s Day, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, and Christmas Day.

Hunting:

Routes a call to an idle station line in a prearranged group when the called station line is busy.

Incumbent Local Exchange Carrier (“ILEC”) or Incumbent Carrier

The local exchange carrier that has Section 251(c) obligations under the Federal Telecommunications Act.

Individual Case Basis

A rate, charge, or condition of the tariff as determined by individual circumstances.

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SECTION 1 – DEFINITIONS (Cont'd)Inside Station Wiring or Inside Wiring

Wiring on the customer's premises beyond the demarcation point.

Interexchange Service

The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

InterLATA Service

The completion of calls between Local Access and Transport Areas. Any call terminating beyond the LATA of the originating caller.

IntraLATA Service

The completion of calls between points within the boundaries of a Local Access and Transport Area. Calls terminating within the LATA of the originating caller.

Joint User

A person, firm or corporation designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps

Kilobits per second, denotes thousands of bits per second.

Local Access and Transport Area ("LATA") - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Local Exchange Carrier or LEC

A telephone utility that provides local service under a tariff filed with the Commission. The utility may also provide other services and facilities.

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SECTION 1 – DEFINITIONS (Cont'd)Local Service

Telephone service furnished between points located within an area where there is no toll charge. Unless otherwise specified, local calling areas in this tariff shall be the same as the local calling areas of the incumbent carrier.

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Mbps

Megabits, denotes millions of bits per second.

Message

A telephone call made by a Customer.

Month

For billing purposes, a month is considered to have thirty (30) days.

Number of Digits Sent

The number of digits of the telephone number sent from the Central Office to the telephone system for interpretation and routing to the end user. Typically a function of DID.

Operator

An automated or live operator.

Premise Visit

This charge applies when a technician is dispatched for Premise Work. This charge could be in addition to the Schedule I, Schedule II or Schedule III charges for time and labor. This charge also applies if a technician is dispatched to the customer location and cannot gain access to the customer premises at the scheduled time.

Premises Work

Any work done on the Customer's side of the network interface device.

Premises

The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

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SECTION 1 – DEFINITIONS (Cont'd)Rates

The usage amounts billed to customers for regulated services and/or equipment.

Re-routing of numbers

Provides the option of re-directing telephone numbers from one T1 facility to another or from other local lines to the T1 facility. Typically utilized with DID trunking service.

Record Order

The written request for the addition, removal or modification of the records for a Customer by Telco Experts in the format designated by Telco Experts. The agreement between the Customer and acceptance by Telco Experts for the record order charge initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of Telco Experts.

Recurring Charges:

The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date:

The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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**SECTION 1 – DEFINITIONS (Cont'd)****Service**

Any or all service(s) provided by Telco Experts pursuant to this tariff.

**Service Order**

The written request for Network Services executed by the Customer and Telco Experts in the format designated by Telco Experts. The signing of a Service Order by the Customer and acceptance by Telco Experts initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of Telco Experts, but the duration of the service is calculated from the service commencement date.

**Signaling**

Represents the type of signaling format utilized to maintain a T1 level digital transmission from the Central Office to the customer premise. Signaling options include: AMI, ESF, SF, B8ZF; other options may be available on an individual case basis.

**Suspend or Suspension**

To disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.

**Telecommunications**

The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

**Timely Payment**

A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and Telco Experts for a series of partial payments to settle a delinquent account.

**Underlying Carrier**

The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

**User**

A Customer or any other person authorized by a Customer to use service provided to the Customer under a Telco Experts tariff.

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**SECTION 2 - REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Arizona, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

**2.1.2 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one (1) year, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days. The minimum service period may be longer pursuant to written agreement between the Company and the Customer also referred to as a "Service Agreement".
- B. Customers may be required to enter into written Service Agreements which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Agreement, or in any extension thereof, service shall continue on a 1 year basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
1. the Customer is using the service in violation of this tariff; or
  2. the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of Arizona without regard for its choice of laws provision.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- 
- F. Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/ or term discounts. .

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SECTION 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company

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- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, board, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, work stoppages, or other labor difficulties.

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C. SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- I. Any noncompletion of calls due to network busy conditions;

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SECTION 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.5 Notification of Service-Affecting Activities

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The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.6 Provision of Equipment and Facilities (Cont'd)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.8 Special Construction

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Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer.

Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities, other than inside wiring on the Customer's side of the demarcation point, provided in accordance with this tariff remains with the Company, its agents or contractors.

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SECTION 2 - REGULATIONS (Cont'd)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

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The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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SECTION 2 - REGULATIONS (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.1 General (Cont'd)

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- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
  - F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any reasonable time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
  - G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
  - H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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**SECTION 2 - REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.2 Liability of the Customer**

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- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 - REGULATIONS (Cont'd)2.4 Customer Equipment and Channels2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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**SECTION 2 - REGULATIONS (Cont'd)****2.4 Customer Equipment and Channels (Cont'd)****2.4.3 Interconnection of Facilities**

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- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
  - B. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
  - C. Services furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
  - D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).
  - E. The Company does not recommend, nor endorse in any way, any configuration where alarm systems of any type are routed through Private Branch exchange equipment, or any other similar equipment which may be prone to fail in case of electricity surges, power outages, etc. The Company does not assume any liability for any damages resulting, directly or indirectly, from such configuration.

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SECTION 2 - REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

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- A. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities. No credit will allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 2 - REGULATIONS (Cont'd)2.5 Advance Payments2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charges) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.6 Payment Arrangements2.6.1 Payment for Services

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the customer shall pay the reasonable attorney fees and costs incurred by Company in prosecuting such proceedings and any appeal therefrom. If the Company is required to use a collection agency to collect fees owed, customer shall pay collection agency's fees. If objection is not received by the Company within thirty days after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection maybe considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the

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**SECTION 2 – REGULATIONS (Cont'd)****2.6 Payment Arrangements (Cont'd)****2.6.1 Payment for Services (Cont'd)**

customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded.

Notwithstanding the foregoing, no interest will be paid by the Company on customer over payments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

**2.6.2 Taxes and Surcharges**

The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of local exchange service, all of which shall be separately designated on the Company's invoices. Any taxes or surcharges imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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SECTION 2 - REGULATIONS (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.2 Billing and Collection of Charges

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The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable from the customer upon receipt of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due upon receipt of the invoice. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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SECTION 2 - REGULATIONS (Cont'd)2.6 Payment Arrangements (Cont'd)2.6.2 Billing and Collection of Charges (Cont'd)

- 
- E. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.

Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill. Late payment charges do not apply to final accounts.

- F. Any objection to billed charges should be reported promptly to the Company. The Customer should notify the Company of any disputed items on an invoice within thirty (30). In the event of a dispute between the customer and the utility respecting any bill, the utility may require the customer to pay the undisputed portion of the bill to avoid discontinuance of service for nonpayment. The utility shall make such investigation as may be appropriate to the particular case and report the result thereof to the customer. In the event the dispute is not reconciled, either party may make application to the Commission for review and disposition of the matter.

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Arizona Corporation Commission  
400 W. Congress, Ste. 218  
Tucson, AZ 85701  
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(800) 535-0148 (Tucson)

or

<http://www.azcc.gov/divisions/utilities/consumerservices.asp>

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**SECTION 2 - REGULATIONS (Cont'd)****2.6 Payment Arrangements (Cont'd)****2.6.2 Billing and Collection of Charges (Cont'd)**

- G. If service is disconnected by the Company and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company due to non-payment for services by the Customer, and later restored, restoration of service will be subject to the rates in this Tariff.

**2.6.3 Deposits**

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Commission Rules. A deposit cannot exceed one month's local service plus two months' estimated toll service if the Company is also providing toll service to the Customer. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- B. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company. Simple interest at 3% per annum shall be credited or paid to the customer while the Company holds the deposit.
- C. Deposits will accrue interest annually at the rate per annum allowed per Commission rules. Accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date. The Company will refund the deposit after 24 months for Customers which are in good standing with the Company.

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SECTION 2 - REGULATIONS (Cont'd)2.6 Payment Arrangements (Cont'd)2.6.3 Deposits (Cont'd)

- ~~D. The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.~~

2.6.4 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 2.6.4. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated. Notice will be provided via First Class U.S. Mail.

Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4 (B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 5 days prior written notice to the Business Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 5 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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SECTION 2 - REGULATIONS (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.4 Discontinuance of Service (Cont'd)

- D. ~~Upon any governmental prohibition or required alteration of the services~~ to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E. In the event of fraudulent use of the Company's services, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- F. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- G. Without notice in the event of tampering with the equipment or services furnished by the Company.

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**SECTION 2 - REGULATIONS (Cont'd)****2.6 Payment Arrangements (Cont'd)****2.6.5 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company thirty (30) days notice of desire to terminate service. All notifications of cancellation require must be in writing by an authorized party. All cancellation notice requirements must be specified.

**2.6.6 Cancellation of Application for Service**

- A. Where Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.8.1 through 2.8.2 will be calculated and applied on a case-by-case basis.

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SECTION 2 - REGULATIONS (Cont'd)2.6 Payment Arrangements (Cont'd)2.6.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.8 Return Check Charge

A charge of \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee's bank or other financial institution.

2.6.9 Customer Overpayment

The Company will provide interest on customer overpayments that are not refunded within 30 - 60 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

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**SECTION 2 - REGULATIONS (Cont'd)****2.7 Allowances for Interruptions in Service**

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

**2.7.1 Credit for Interruptions**

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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SECTION 2 - REGULATIONS (Cont'd)2.7 Allowances for Interruptions in Service (Cont'd)2.7.1 Credit for Interruptions (Cont'd)

D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

1. if interruption continues for 24 hours:

1/30th of the monthly rate if it is the first interruption in the same billing period.

2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

2. if interruption continues for more than 24 hours:

if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof). However, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.

Two or more interruptions during any one 24-hour period shall be considered as one interruption

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**SECTION 2 - REGULATIONS (Cont'd)****2.7 Allowances for Interruptions in Service (Cont'd)****2.7.1 Credit for Interruptions (Cont'd)**

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**D. (Cont'd)**

2. Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

3. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power.

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SECTION 2 - REGULATIONS (Cont'd)2.7 Allowances for Interruptions in Service (Cont'd)2.7.2 Limitations on Allowances

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No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G. interruption of service due to circumstances or causes beyond the control of the Company.

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SECTION 2 - REGULATIONS (Cont'd)2.7 Allowances for Interruptions in Service (Cont'd)2.7.2 Limitations on Allowances (Cont'd)

- H. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider:
- I. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- J. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- K. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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# ORIGINAL

## SECTION 2 - REGULATIONS (Cont'd)

### 2.7 Allowances for Interruptions in Service (Cont'd)

#### 2.7.4 Credit For Service Interruption

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.

#### 2.7.5 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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# ORIGINAL

## SECTION 2 – REGULATIONS (Cont'd)

### 2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7) or where the Customer breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.

#### 2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. all recurring charges or the Minimum Monthly Fee specified in the applicable Service Agreement for the balance of the then current term discounted at the prime rate set forth by the Commission on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

All cancellation of service requirements and termination liabilities must be specified in a written contract/service agreement.

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**SECTION 2 - REGULATIONS (Cont'd)****2.8 Cancellation of Service/Termination Liability (Cont'd)****2.8.2 Termination of Service Charges**

Services provided in this tariff which are under a Service Agreement are guaranteed against Company initiated rate increases for the duration of the Agreement. If a customer discontinues service, in whole or in part, before the expiration of the Agreement, the customer is liable for a termination of service charge. Unless otherwise specified in the tariff, the termination charge will be calculated as follows:

The Minimum Monthly Fee as noted on the most current Service Agreement or most current Addendum to Services to the Customer, multiplied by the number of months remaining on the term agreement plus any applicable taxes, surcharges and fees.

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# ORIGINAL

## SECTION 2 - REGULATIONS (Cont'd)

### 2.9 Use of Customer's Service by Others

#### 2.9.1 Resale and Sharing

Any service provided under this tariff may not be resold to or shared with other persons at the option of Customer. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

#### 2.9.2 Joint Use Arrangements

Joint use arrangements will be permitted for services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2 - REGULATIONS (Cont'd)2.10 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.8.1 above), the Customer agrees to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in 2.6.2

The Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus;
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

An assignment or transfer of services will include the same customer services for which the customer contracted, at the same rates, for at least a limited time. The customer will be notified of the time limitation, the assignment, and the customer will be given an option to change its service provider.

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**SECTION 2 – REGULATIONS (Cont'd)****2.12 Notices and Communications**

- 2.12.1 The Customer shall designate on the Service Agreement an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.2 The Company shall designate on the Service Agreement an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3 All notices or other communications required to be given pursuant to this tariff are requested to be in writing. At the Company's request, notices or other communications given pursuant to this tariff by the Customer to the Company in a telephone call may be required to be confirmed in writing. Notices and other communications of either party and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - REGULATIONS (Cont'd)2.13 Operator Services Rules

2.13.1 The Company will enforce the following operator service rules.

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A provider of intrastate operator assisted communications services must:

- A. identify itself at the time the end-user accesses its services;
- B. upon request, quote all rates and charges for its services to the end-user accessing its system;
- C. arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
  - 1. the operator service provider's name and address;
  - 2. bill and service dispute calling information including the operator service provider's dispute resolution phone number;
  - 3. clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
  - 4. notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.

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SECTION 2 - REGULATIONS (Cont'd)2.13 Operator Services Rules (Cont'd.)

## 2.13.1 (Cont'd)

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- C. 5. in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
6. in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

## 2.13.2 The Company will comply with the following provisions:

Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

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SECTION 2 - REGULATIONS (Cont'd)**2.14 Account Handling Charge**

Account Handling Charge is assessed to a customer's account for each Company attempt to return an outstanding credit balance to the customer if a first mailing is returned undeliverable. This charge is for maintaining the account after the initial attempt and for each subsequent attempt. This charge will not be assessed more than twice a year.

Account Handling Charge: \$30.00 for each subsequent attempt

**2.15 Installation Service**

The Company provides a Full-Day Installation Plan and cannot guarantee time technician will arrive, which offers customers appointments for connection of Commission regulated services involving a customer premise visit.

**2.16 Invoice Options**

A customer's invoice information is presented in paper or electronic format as chosen by the customer. Upon customer request, additional copies of the invoice or bill reprints will be provided if available at the per-page rates listed below as well as an additional service fee. If the customer elects to receive the additional copy or reprint in CD format, only the service fee will apply

Rates

A customer can choose a one-page summary with a remittance slip for no charges. All other paper invoice reprint charges are as follows:

	Current	Maximum
2—4 pages	\$ 3.33	\$10.00
5—19 pages	\$ 5.00	\$15.00
20+ pages	\$ 6.67	\$20.00
Service Fee	\$10.00	\$30.00

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SECTION 2 - REGULATIONS (Cont'd)2.17 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING  
TELECOMMUNICATIONS SERVICE PRIORITY2.17.1 General

The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions. Under the rules of the TSP System, the Company is authorized and required to provide and restore services with TSP assignments before services without such assignments.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

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SECTION 2 – REGULATIONS (Cont'd)2.17 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING  
TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)2.17.1 General (Cont'd)

The TSP program has two components, restoration and provisioning.

- A. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
- B. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

2.17.2 TSP Request Process - Restoration:

To request a TSP restoration priority assignment, a prospective TSP user must:

- A. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
  - 1. National Security Leadership
  - 2. National Security Posture and U.S. Population Attack Warning
  - 3. Public Health, Safety, and Maintenance of Law and Order
  - 4. Public Welfare and Maintenance of National Economic Posture

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SECTION 2 – REGULATIONS (Cont'd)2.17 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING  
TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)2.17.2 TSP Request Process – Restoration: (Cont'd)A. (Cont'd)

5. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
6. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
7. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
8. Submit the SF 315 to the OPT.
9. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service, order to the Company requesting restoration of NS/EP services.

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**SECTION 2 – REGULATIONS (Cont'd)****2.17 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING  
TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)****2.17.3 TSP Request Process - Provisioning**

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To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.10.1.a. above for restoration priority assignment except for the following differences. The user should:

- A. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- B. Verify that the Company cannot meet the service due date without a TSP assignment.
- C. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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**SECTION 2 – REGULATIONS (Cont'd)****2.17 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING  
TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)****2.17.4 Responsibilities of the End-User**

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End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and re-validate all priority level assignments. Validation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and re-validation.

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SECTION 2 – REGULATIONS (Cont'd)2.17 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING  
TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)2.17.5 Responsibilities of the Company

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The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control service and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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SECTION 2 – REGULATIONS (Cont'd)2.17 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING  
TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)2.17.5 Responsibilities of the Company (Cont'd)

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Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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**SECTION 3 - CONNECTION CHARGES****3.1 General**

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

**3.1.1 Service Call and Premises Visit Charges**

- A. A Service Call charge applies per customer order for any/all requested work or services ordered to be provided at one time, on the same premises, for the same customer. This charge recovers the cost of receiving, recording and processing a customer's request for service.
- B. A Premises Visit charge applies to a customer's order when the Company must dispatch an employee or subcontractor to complete customer-requested installation or service changes. Customer is charged only once per Service Order.
- C. When a customer initiates a trouble ticket and the Company finds no cause for initiating the trouble ticket, the Customer may be responsible for payment of a charge for the Company dispatching personnel without cause.
- D. Expedite fees vary depending on the type of order being submitted. Payment of an expedite fee does not guarantee that Company will be able to comply with requested timing. All expedite requests are handled on a "best efforts" basis and rely on the cooperation of and accommodation by external service providers. Expedite fees are incurred as a result of initiating the request and are therefore not refundable even if the expedite is unsuccessful.

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SECTION 3 - CONNECTION CHARGES (Cont'd)

3.1 General (Cont'd)

3.1.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's service area.
- B. The Company may, from time to time, waive or reduce the charge as part of a promotion.

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**SECTION 3 - CONNECTION CHARGES (Cont'd)****3.1 General (Cont'd)****3.13 Special Construction Charge**

Should there be a basis for Special Construction for a customer, charges for special construction will be based on the costs incurred by the Company and may include nonrecurring charges, recurring charges, termination liabilities or a combination thereof. Costs may also include the installed cost of the facilities to be provided including estimated costs for rearrangement of existing facilities. Installed costs includes cost of:

- A. Equipment and materials provided or used;
- B. Engineering, labor and supervision;
- C. Transportation;
- D. Right-of-way charge;
- E. Maintenance;
- F. Depreciation on the estimated costs of the installed facilities provided, based on the anticipated useful service life of the facility with an allowance for the estimated net salvage value;
- G. Administration, taxes and uncollectible revenue on the basis of reasonable average costs for associated items.

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**SECTION 4 - SERVICE CHARGES****4.1 Charges Based on Duration of Use**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 
- 4.1.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
  - 4.1.2 Short Call Duration for Switched and Dedicated Services—If more than 10% of calls made per month are under 6 seconds in length, there will be a surcharge of \$.01 for each such call
  - 4.1.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
  - 4.1.4 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
  - 4.1.5 All times refer to local time.

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SECTION 4 - SERVICE CHARGES (Cont'd)4.2 Service Order and Change Charges4.2.1 Line Connection Charge Application

- A. The Line Connection Charge First Line is applicable if the customer is requesting only one line or for the first line if multiple lines are being ordered.
- B. On multiple line orders, the Line Connection Charge Additional Line applies for each additional line ordered after the first line per customer request.

	<u>Current</u>	<u>Max.</u>
Line Connection Charge, First Line	\$69.00	\$99.00
Line Connection Charge, Each Add 'l Line	\$12.00	\$36.00

4.2.2 Line Change Charge Application

- A. The Line Change Charge First Line is applicable if the customer is requesting changes on only one line or for the first line if changes are being made on multiple lines.
- B. On each multiple line request, the Line Change Charge Additional Line applies for each additional line requested changed after the first line.
- C. If the Line Connection Charge First Line applies on a customer request, any additional Line Change Charges applicable for the same customer request will be billed at the Line Change Charge Additional Line rate.

	<u>Current</u>	<u>Max</u>
Line Change Charge, First Line	\$48.00	\$139.00
Line Change Charge, Each Add 'l Line	\$11.00	\$33.00

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**SECTION 4 - SERVICE CHARGES (Cont'd)****4.2 Service Order and Change Charges (Cont'd)****4.2.3 Secondary Service Charge**

- 
- A. The Secondary Service Charge will not apply if a Line Connection Charge or Line Change Charge is applicable.
- B. The Secondary Service Charge applies for adding or rearranging:
1. Custom Calling Service
  2. Customer requested directory listing changes
  3. Remote Call Forwarding
  4. Other features or services for which the Line Connection Charge and Line Change Charge are not applicable, unless specifically excluded.
- C. The Secondary Service Charge applies for:
1. Transfers of responsibility.
  2. If the telephone number changes, the Line Change Charge applies in lieu of the Secondary Service Charge.
  3. Rearrangement of drop wire, protector, and/ or network interface. Additionally, Premises Work Charges will apply.
  4. Installing a Network Interface jack at the customer's request on existing service. Additionally, Premises Work Charges will apply.

	<u>Current</u>	<u>Max</u>
Secondary Service Charge, each	\$25.00	\$75.00

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SECTION 4 - SERVICE CHARGES (Cont'd)**4.3 Maintenance Visit Charges**

Maintenance Visit Charges apply when the Company dispatches personnel to a customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

<u>Duration of time, per technician</u>	<u>Business</u>	<u>Max</u>
Initial 15 minute increment	\$22.50	\$67.50
Each Additional 15 minute increment	\$ 8.50	\$25.00

**4.4 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

<u>Per occasion</u>	<u>Business</u>	<u>Max</u>
Switched Service Restoration of Service	\$79.00	\$237.00
Dedicated Service Restoration of Service	\$150.00	\$300.00

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SECTION 4 - SERVICE CHARGES (Cont'd)4.5 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Any issue arising from a Move, Add or Change of Company's equipment or facilities performed by customer, including, but not limited to, interruption of service, will be the sole responsibility of the customer. Move, Add and Change are defined as follows:

**Move:** The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

**Add:** The addition of services and/or products to existing equipment and/or service at one location.

**Change:** Change - including rearrangement or reclassification - of existing service at the same location.

<u>Basic Business Line Service</u>	<u>Move</u>	<u>Add</u>	<u>Change</u>
Current:	\$15.00-\$30.00 per line	\$25.00/line	\$25.00/line
Maximum:	\$45.00-\$90.00	\$75.00/line	\$75.00/line
<u>Circuit Services</u>			
Current:	\$499.00	\$499.00	\$500.00
Maximum:	\$1,500.00	\$1,500.00	N/A

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**SECTION 4 - SERVICE CHARGES (Cont'd)****4.6 Cutover Fees**

Cutovers can be schedule to commence Monday through Friday (excluding company observed and national holidays) between 7 AM and 6 PM in the time zone of the end user. Cutovers are planned with the objective of being concluded by 7 PM in the time zone of the end user.

4.6.1 Cutovers that are aborted because end user personnel are unavailable and less than 24 hours of that unavailability is given will be charged to customer in an amount up to \$500.00 depending on the type of service cut over and regardless of third party responsibility for failure to execute the cut-over.

4.6.2 Failure to join the conference bridge for a scheduled cut-over without prior notice will result in a charge to customer of up to \$750.00 depending on the type of service.

**4.7 Record Order Charge**

A Record Order Charge applies to any work performed by the Company in connection with receiving, recording and processing customer requests. A Record Order Charge does not apply when a Service Order Charge also applies. Such charges include, but are not limited, to any of the following:

- Addition of directory listings. -
- Change in listed name. -
- Change of address. -
- Change of billing party.
- Change of listed service to non-published service not involving a change in telephone number.

	Business
Current:	\$15.00
Maximum:	\$30.00

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**SECTION 5 - SERVICE DESCRIPTIONS****5.1 General**

5.1.1 The Company's Local Telephone Service provides a Customer with the ability to connect to the underlying carrier's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800 telephone numbers;
- access Telephone Relay Service.

The Company's service can be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch at the Customer's request.

Company's local exchange service allows the Customer access to stations on the public switched network within the Customer's basic local calling area.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to demarcation/connection block at the customer's premises.

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**SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)****5.1 General (Cont'd)**

5.1.2 The following are Company recognized national holidays. No interruption of service or service impacting work and/or orders will be processed on these dates.

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New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4th
Labor Day	As Federally Observed
Thanksgiving Day	As Federally Observed
Christmas Day	December 25 <sup>th</sup>

**5.1.3 Services Offered**

The following Network Services are available to business Customers:

Standard Business Line Service

PBX Trunk Service

T1 Services

PRI Services

Direct Inward Dial (DID) Service

xDSL Service

Ethernet Services

Optional Calling Features

Listing Services (including Non Published and Non Listed Services)

Directory Assistance

Miscellaneous Services (including Vanity Numbers and Number Portability)

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**SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)****5.1 General (Cont'd)****5.1.4 Application of Rates and Charges**

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All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Nonrecurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Local Services offered in Section 5.1.3 or other services offered pursuant to this Tariff.

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**SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)****5.2 Local Calling Plan**

Local Calling Plan Service offers two (2) Local Minute buckets of calling within the local calling area for one monthly recurring charge. A termination charge will apply to all Local Minute Plan Dedicated Line and Trunk T1 voice-based products including PRI service. The termination charge will be assessed on each T1 or PRI facility utilized by the Customer and will apply to all classes of service including, but not limited to, analog, digital and PRI, and all line, trunk and channel configurations including but not limited to 2-way, DID and DOD. Trunk termination charges applying to individual trunks and lines are discontinued.

**5.3 Exchange Service Services**

Services described in this section may be subscribed to in addition to Local Minute Plan Exchange Service for additional charges as specified in this tariff.

**5.3.1 Business Line Service**

Business Line Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Business Lines are provided for connection of Customer-provided single station sets, Customer-provided key systems or facsimile machines to the public switched telecommunications network. Each Business Line is provided with touch tone signaling and hunting. An analog or digital gateway service, based on the respective service provided (1 gateway per 24 lines), is also required.

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**SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)****5.3 Exchange Service Optional Services (Cont'd)****5.3.2 PBX Trunk Service**

PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touch tone signaling and hunting. An analog or digital gateway service, based on the respective service provided (1 gateway per 24 trunks), is also required. Basic Trunks may be equipped with Analog Direct Inward Dial (DID) capability and DID number blocks for additional charges.

**5.3.3 Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enables DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

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**SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)****5.3 Exchange Service Optional Services (Cont'd)****5.3.4 PRI T1 Service**

~~PRI T1 Service offers a Digital T1 Facility channelized for voice or data use.~~  
Calls within the local calling area are subject to usage based charges. Up to 23 B-channels may be used from a single T1 facility. Each T1 for this service comes with a minimum of 23 B-channels and 1 D-channel. More bandwidth may be channelized at the request of the customer, for which services rates and charges apply in accordance with this tariff. A termination charge will apply to all Digital Line and Trunk T1 voice-based products including PRI service. The termination charge will be assessed on each T1 or PRI facility utilized by the Customer and will apply to all classes of service including, but not limited to, analog, digital and PRI, and all line, trunk and channel configurations including but not limited to 2-way, DID and DOD. Trunk termination charges applying to individual trunks and lines are discontinued.

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**SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)****5.3 Exchange Service Optional Services (Cont'd)****5.3.5 Digital Subscriber Line (xDSL)**

Digital Subscriber Line Service (xDSL) is a data communications service that provides for high-speed connectivity using Symmetric Digital Subscriber Line (SDSL) and ISDN Digital Subscriber Line (IDSL) technology. SDSL provides the customer the ability to transmit data to (upstream rate) and receive data from (downstream rate) a DSL Access Service Connection Point at the same speed using existing copper facilities. A xDSL Access Service Connection Point is an interconnection point designated by the company that aggregates data traffic from and to Company DSL-equipped serving wire centers. SDSL service may be used for data communications.

Several types of DSL service are available based on the synchronous or asynchronous speeds chosen by the customer. Peak speeds are not guaranteed by the Company due to factors that may affect the actual speeds delivered, including the DSL Access Service customer's distance from the company's serving wire center, condition of the existing copper facilities, and the limitations in the telecommunications service provider's network design.

DSL Service will be provided over existing local exchange service facilities. When the customer orders DSL Service, the rates and charges are in addition to any rates and regulations that apply for the associated local service line provided under the terms and conditions of this tariff.

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**SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)****5.3 Exchange Service Optional Services (Cont'd)****5.3.6 Voice T1**

The Voice T1 provides customers with flexible, high capacity bandwidth for a flat monthly rate. Each 1.54 Mbps T1 has the capacity for 24 channels with each channel having a capacity of 64 Kbps of bandwidth. Each 960 Kbps fractional T1 has the capacity for 15 channels with 64 Kbps of bandwidth. The T1 can be either analog, digital or PRI. A termination charge will apply to all Digital Line and Trunk T1 voice-based products including PRI service. The termination charge will be assessed on each T1 or PRI facility utilized by the Customer and will apply to all classes of service including, but not limited to, analog, digital and PRI, and all line, trunk and channel configurations including but not limited to 2-way, DID and DOD. Trunk termination charges applying to individual trunks and lines are continued.

**5.3.7 Ethernet Over Copper**

This technology uses copper wires to transmit data packets from one computer to another over the Ethernet network. Distance limitations apply. Ethernet over copper solution is delivered via EFM, Ethernet in the First Mile, technology. EFM is provisioned via multiple twisted copper pair loops. The delivery of multiple loops offers redundancy allowing continuity of services in the event of any line failures. EOC is offered at speeds of 5 MB to 45 MB.

Customer must be prequalified for service due to distance limitations.

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**SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)****5.4 Optional Calling Features**

The features listed in Section 5.4 are offered by the Company to business Customers. Refer to Price Lists in Sections 6 of this tariff for specific features offered with each type of local exchange service.

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**5.4.1 Features Descriptions**

- A. Call Forwarding Variable: Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- B. Call Forwarding Don't Answer: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- C. Call Forwarding Busy Line: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

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**SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)****5.4 Optional Calling Features (Cont'd)****5.4.1 Features Descriptions (Cont'd)**

- D. Call Waiting : Call Waiting provides a tone signal to indicate to a end user already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- E. Caller ID -: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

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**SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)****5.4 Optional Calling Features (Cont'd)****5.4.1 Features Descriptions (Cont'd)**

- F. Caller ID - Deluxe: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- G. Anonymous Call Rejection: Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.
- H. Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- I. Call Return: Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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**SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)****5.4 Optional Calling Features (Cont'd)****5.4.1 Features Descriptions (Cont'd)**

J. Repeat Dialing: Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

K. Caller ID or Caller ID with Name for Digital Service (PRI)

The Caller ID and Caller ID with Name services allow a customer to see a caller's name and number previewed on a display screen before the call is answered, allowing Customer to prioritize and/or screen incoming calls. These features have the ability to display the name, number, date and time of each incoming call-including calls that are not answered by the customer. Caller ID service requires the use of specialized CPE not provided by the Company. It is the responsibility of the customer to provide the necessary CPE. Additionally, it is necessary for the customer to ensure correct programming of the feature(s). The charge for this service is currently \$150 per trunk per month with a maximum of \$300.00 per trunk per month.

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**SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)****5.5    Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

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**5.6    Presubscription Services**

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)**5.7     Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the A#@ symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Maximum Rate Per Call: \$0.60

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**SECTION 6 – SERVICES & RATES****6.1 General**

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

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The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Arizona Corporation Commission. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned through resale of another local exchange company's local exchange services, in whole or in part, prior to the effective date hereof.

**6.2 Standard Business Local Exchange Service**

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer provided wiring, telephones, facsimile machines or other station equipment. An optional per-line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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SECTION 6 - SERVICE RATES (Cont'd)6.2 Standard Business Local Exchange Service, (Cont'd)6.2.1 Monthly Recurring & Nonrecurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

	Current	Maximum
Nonrecurring Connection Charge per line	\$56.00	\$85.00

Monthly Recurring Charges:		Maximum
-Each Base Service Line	\$35.00	\$105.00

A. Usage Charges for Dedicated Service

	<u>Current</u>	<u>Maximum</u>
Local Calling Plan	\$.015/minute	\$.045/minute

B. Usage Charge for Switched Service

	<u>Current</u>	<u>Maximum</u>
Local Calling Plan	\$0.019/minute	\$0.025/minute

Local Calls are billed in one minute increments.

Short Call Duration for Switched and Dedicated Services---If more than 10% of calls made per month are under 6 seconds in length, there will be a surcharge of \$.01 for each such call.

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SECTION 6 – SERVICES & RATES (Cont'd)**6.3 PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with Touchtone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group at no additional charge.

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges.

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SECTION 6 - SERVICE RATES (Cont'd)**6.4 Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 6.3 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available numbers ordered.

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SECTION 6 - SERVICE RATES (Cont'd)6.4 Direct Inward Dialing (DID) Service (Cont'd)6.4.1 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges also include a monthly recurring charge and charges for completed calls originated from the customer's billing number based on the total minutes of use during the billing period. Some plans bundle service with minutes of use into the monthly recurring charge.

	<u>Current</u>	<u>Maximum</u>
<u>Nonrecurring Connection Charge:</u>	\$300.00	\$900.00
<u>Monthly Recurring Charges:</u>	\$450.00	\$575.00

	DID 1 Block	DID 20 Block	DID 100 Block
<u>Nonrecurring Connection Charge Current:</u>	\$1.50	\$30.00	\$30.00
<u>Nonrecurring Connection Charge Max:</u>	\$1.50	\$60.00	\$90.00
<u>DID Monthly Recurring Charge Current:</u>	\$0.50	\$5.00	\$25.00
<u>DID Monthly Recurring Charge Max:</u>	\$1.50	\$15.00	\$75.00
<u>DID Trunk Termination Current:</u>	\$56.00	\$56.00	\$56.00
<u>DID Trunk Termination Max:</u>	\$160.00	\$160.0	\$160.00

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SECTION 6 - SERVICE RATES (Cont'd)6.5 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

6.5.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

<u>Optional Calling Features</u>	<u>Business- Per Use</u>
Three-Way Calling	\$0.95
Call Return	\$0.95
Repeat Dialing	\$0.95
Calling Number Delivery Blocking, Per Call	\$0.95

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

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SECTION 6 - SERVICE RATES (Cont'd)6.5 Optional Calling Features (Cont'd)6.5.2 Features Offered on a Monthly Basis

The following optional calling features are offered to Switched Service Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Optional Calling Feature	Monthly Charges
	Business
Call Block	\$5.00
Call Forwarding Variable	\$4.95
Call Forwarding - Busy Line	\$4.95
Call Forwarding - Don't Answer	\$4.95
Call Forwarding - Busy Line (Variable)	\$4.95
Call Forwarding - Don't Answer (Variable)	\$4.95
Call Trace	\$7.00
Call Waiting – Standard	\$7.00
Call Waiting – Deluxe	\$8.95
Repeat Dialing	\$6.00
Call Return	\$4.95
Three Way Calling	\$4.95
Caller ID – Basic	\$6.00
Caller ID - Deluxe with ACR	\$10.00
Caller ID - Deluxe without ACR	\$10.00

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**SECTION 6 - SERVICE RATES (Cont'd)****6.6 Local Calling Plans**

Carrier offers customers ordering business services bundles of local calling minutes at rates dependent on service type and term the following plans:

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	Minimum	Maximum
10K Local Minutes	\$40.00	\$120.00
20K Local Minutes	\$49.95	\$150.00

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**SECTION 6 - SERVICE RATES (Cont'd)****6.7 Digital Subscriber Line (DSL)**

These services provide customers with a variety of copper-based high speed data capabilities. Service options include asynchronous and synchronous upload and download speeds.

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All SDSL services are subject to availability and are not guaranteed to a customer until they are installed at the customer's premise and are working.

	<u>Current</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$199.00	\$500.00
Monthly Recurring Charges:	\$209.00	\$249.00
<u>Asynchronous Speed</u>	<u>Monthly Recurring Charges</u>	
ADSL 1.5/384	\$70.00	
ADSL 3.0/768	\$120.00	
ADSL 8.0/1.0	\$180.00	
ADSL 10/1.0	\$199.00	
ADSL 15.0/1.0	\$220.00	
<u>Non-Recurring Charges</u>		
DSL Circuit Installation	\$250.00	

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SECTION 7 – DIRECTORY ASSISTANCE7.0 Directory Assistance7.1 Description

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A Customer may obtain Directory Assistance in determining telephone numbers within the State of Arizona by calling the Directory Assistance operator.

Directory Assistance charges apply for all requests for which the Company's facilities are used. The Customer may make up to two (2) requests for a telephone number per call, then each number requested is charged as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

A credit will be given for calls to Directory Assistance when:

- the Customer experiences poor transmission or is cut-off during the call,
- the Customer is given an incorrect telephone number, or
- the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

7.1.1 Rates

Per Call	\$1.99
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**SECTION 8 – ADVANCED SERVICES****8.1 ISDN PRI Service**

Customers are provided with simultaneous access, transmission and switching services via channelized transport. PRI is usually arranged into twenty-three 64-kilobit channels and a spare 64-kilobit channel for signaling and back-up.

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**8.1.1 Supported services**

- A. Receive caller ID telephone numbers on every call.
- B. Combine local and long distance calling on a single circuit
- C. ISDN PRI T-1 service can support one-way inbound (DID), one way outbound (DOD) or two-way (DID/DOD) traffic.
- D. DID provides one-way inbound calling only terminating directly at the PBX station.
- E. DOD provides for one-way outbound calling only. Outbound long distance calls will follow the IXC code for the trunk group in its entirety, not per channel.
- F. DID/DOD allows for both inbound and outbound calling. Outbound long distance calls will follow the IXC of the trunk group, not the individual channels. This service is also referred to as two-way or combination trunks. Direct Trunk Overflow for calls being routed to an alternate number(s) to receive inbound calls.
- G. Account Codes (verified and non-verified)
- H. Multiple trunk Groups
- I. Customized routing for inbound and outbound calls

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**SECTION 8 – ADVANCED SERVICES (Cont'd)****8.1 ISDN PRI Service (Cont'd)****8.1.2 Recurring and Non-Recurring charges**

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges also include a monthly recurring charge and charges for completed calls originated from the customer's lines based on the total minutes of use during the billing period. Some plans bundle service with minutes of use into the monthly recurring charge.

	<u>Current</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$300.00	\$900.00

	<u>Current</u>	<u>Maximum</u>
Monthly Recurring Charges:		
12 Months	\$450.00 plus loop cost	\$1,350.00
24 Months	\$400.00 plus loop cost	\$1,200.00
36 Months	\$375.00 plus loop cost	\$1,125.00

	<u>Current</u>	<u>Maximum</u>
Expedite Service Charge <sup>1</sup> Per PRI	\$500.00	\$1000.00

<sup>1</sup> Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days. A request for expedited service(s) is not guaranteed.

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**SECTION 8 - ADVANCED SERVICES (Cont'd)****8.3 Integrated/Channel Voice T1**

The Channel Voice T1 service provides customers with up to 24 channels of highly flexible, high capacity bandwidth. The Customer has the flexibility of bundling local exchange service and data services including MPLS VPN and Internet access\*. These voice and/or data services are provisioned on individual 64 Kbps channels which can total up to, but not exceed, 1.54 Mbps. Exchange Access Optional services and miscellaneous service rates contained in Sections 6 and 8 of this tariff are not included in Channel Voice T1 monthly recurring rates. MPLS VPN channels are provided with no priority queuing. Committed information rates higher than 0% will be provided in 16 Kbps increments and will be subject to standard pricing. Digital Data Service is available in 64 Kbps increments, and all mileage charges will apply in addition to the channel rate. A minimum monthly charge of \$500 applies to each Channel Voice T1 configuration. Additionally, all Channel Voice T1 configurations are subject to a minimum 1-year term commitment. An analog gateway is required for analog line terminations. Optional bundles of regulated and non-regulated services described in, 7.1.2, 7.1.3, 7.1.4, 7.1.5, 7.1.6, and 7.1.7 are available in addition to the basic T1 configuration.

**8.3.1 Installation Charge**

Current	Maximum
\$300.00	\$900.00

**8.3.2 Monthly Recurring Charge**

Current	Maximum
\$300.00	\$900.00

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SECTION 8 - ADVANCED SERVICES (Cont'd)**8.4     Dynamic T**

The Dynamic T service provides customers with 1.0 to 3.0 Mbps of highly flexible, high capacity bandwidth that can be dynamically changed from up to 24 channels of voice capacity to 3.0 Mbps of Internet bandwidth or any combination of either at any given moment. The Customer has the flexibility of bundling local exchange service and data services including Internet access\*. These voice and/or data services are provisioned on one or two T1s utilizing the underlying carrier's gateways and the required underlying carrier's provided and Managed Integrated Access Devices (IAD) that allows for intermingling of the voice and Internet on the T1 which can total up to, but not exceed, 3.0 Mbps. The service can be converted to lines, PRI or T1 to interface with the customer's existing equipment. Exchange Access Optional services and Miscellaneous Service rates contained in Sections 6 and 8 of this tariff are not included in Dynamic T monthly recurring rates. All Dynamic T configurations are subject to a minimum 1-year term commitment. An analog gateway is required for analog line terminations. Optional bundles of regulated and non-regulated services described in 7.2.1 are available in addition to the basic Dynamic T configuration.

Dynamic T Customer Voice traffic has priority over Internet traffic.

8.4.1 In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges also include a monthly recurring charge and charges for completed calls originated from the customer's lines based on the total minutes of use during the billing period. Some plans bundle service with minutes of use into the monthly recurring charge.

	<u>Current</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$500.00	\$1,500.00
	<u>Current</u>	<u>Maximum</u>
Monthly Recurring Charges:		
12 Months	\$450.00 plus loop cost	\$1,350.00
24 Months	\$400.00 plus loop cost	\$1,200.00
36 Months	\$375.00 plus loop cost	\$1,125.00

\*Internet access is a non-regulated offering

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**SECTION 8 - ADVANCED SERVICES (Cont'd)****8.4 Dynamic T (Cont'd)****8.4.2 Dynamic T – SIP Option**

As an option, Dynamic T customers may elect to have Dynamic T delivered voice service handed off to them in SIP IP protocol as opposed to having their voice converted to lines, PRI, or T1. The customer must provide equipment capable of, and configured for, SIP IP voice delivery, including the ability to read and assign "IP Precedence" to Voice IP packets.

When the SIP option is elected, customers may not purchase. All other Dynamic T optional services remain available at the prices and conditions set forth in this tariff.

<u>Monthly Recurring Charge</u>	\$50.00
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SECTION 8 - ADVANCED SERVICES (Cont'd)8.4 Dynamic T (Cont'd)8.4.3 Dynamic T Optional Services

<u>Optional Services</u>	<u>1 year</u>	<u>2 year</u>	<u>MRC</u> <u>3 year</u>
Four (4) Additional Voice Channels	\$300.00	\$200.00	\$100.00
<u>Domestic LD Bundle</u>			
2,000 minutes per month			\$50.00
3,000 minutes per month			\$75.00
4,000 minutes per month			\$100.00
Excess Interstate LD minutes per month per minute			\$0.055
Excess Intrastate LD minutes per month per minute			\$0.075
<u>0.5 Mbps Add'l Dynamic T Data Access</u>			\$50.00
<u>IP Calling</u>			
8 Channels			\$50.00
12 Channels			\$75.00
16 Channels			\$100.00
24 Channels			\$150.00

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**SECTION 8 - ADVANCED SERVICES (Cont'd)****8.5    Point-to-Point Service**

The service connects two Customer-designated premises, either directly or through a hub where multiplexing functions are performed.

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**8.6    Multipoint Service**

The service connects three or more Customer-designated premises through a Company hub. There is no limitation on the number of locations connected, however, when more than three points are provided in tandem, the quality of service may be degraded. If Company determines that it is not technically possible to provide multipoint service, Customer will be advised and given the opportunity to change the service order within 60 days.

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SECTION 8 - ADVANCED SERVICES (Cont'd)8.7 Ethernet Over Copper:Service SpeedMonthly Recurring Charge:

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Ethernet Over Copper 3MBs	\$400
Ethernet Over Copper 5MBs	\$625
Ethernet Over Copper 8MBs	\$925
Ethernet Over Copper 10MBs	\$1000
Ethernet Over Copper 20MBs	\$1500
Ethernet Over Copper 30MBs	\$3000

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**SECTION 9 - MISCELLANEOUS SERVICES****9.1 Remote Call Forwarding****9.1.1 Description**

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Remote Call Forwarding is a service that utilizes an underlying carrier's switch to automatically forward all incoming calls dialed to the remote call forwarding number to another number.

**9.1.2 Rates**

	Non-Recurring	Monthly Recurring
Remote Call Forwarding Per number		
<u>Current:</u>	\$100.00	\$20.00
<u>Maximum:</u>		\$30.00

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**SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)****9.2 Operator Services****9.2.1 Description**

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Operator Handled Calling Services are provided to Customers and Users of Company-provided Local Exchange Services, and to Customers and Users of exchange access lines which the Customer has pre-subscribed to the Company's Pre-Subscribed MTS.

**9.2.2 Definitions**

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Collect Call: Calls completed with the assistance of a Company Operator for which charges are billed -- not to the originating telephone number, but to the destination or terminating number.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

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**SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)****9.2 Operator Services (Cont'd)****9.2.3 Rates**

Local exchange, IntraLATA, and Long Distance calls may be placed on an Operator Assisted basis. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, additional surcharges specified in this tariff will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator assisted charges will apply:

	<u>Per Call</u> <u>Charges</u>	<u>Per Call</u> <u>Charges Max:</u>
Person-to-Person	\$3.50	\$7.00
Collect Calling	\$1.50	\$3.00
Third Number Billing	\$1.50	\$3.00
Customer Dialed Calling Card	\$0.75	\$1.50
Customer Dialed/Operator Assisted Calling Card	\$0.85	\$1.70
Operator Dialed Calling Card	\$1.50	\$3.00

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**SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)****9.3 Busy Line Verify and Line Interrupt Service****9.3.1 Description**

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Upon request of a calling party the Company will verify a busy condition on a called line.

- A. The operator will determine if the line is clear or in use and report to the calling party.
- B. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

**9.3.2 Regulations**

- A. A charge will apply when:
  - 1. The operator verifies that the line is busy with a call in progress.
  - 2. The operator verifies that the line is available for incoming calls.
  - 3. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

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**SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)****9.3 Busy Line Verify and Line Interrupt Service (Cont'd)****9.3.2 Regulations (Cont'd)**

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**B. No charge will apply:**

1. When the calling party advises that the call is to or from an official public emergency agency.
2. Under conditions other than those specified in 8.3.2(a) preceding.

C. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

D. The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

**9.3.3 Rates**

	<u>Per Request</u> <u>Current</u>	<u>Per Request</u> <u>Maximum</u>
Busy Line Verify Service	\$0.75	\$1.50
Busy Line Verify and Busy Line Interrupt Service	\$1.55	\$3.00

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**SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)****9.4 Service Implementation****9.4.1 Description**

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Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

**9.4.2 Rates****Non-Recurring Current**

Per Service Order	\$56.00	Non Complex Services
Per Service Order	\$75.00	Complex Services

**Rates****Non-Recurring Maximum**

Per Service Order	\$115.00	Non Complex Services
Per Service Order	\$225.00	Complex Services

**9.5 Restoration of Service****9.5.1 Description**

A restoral charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for.

**9.5.2 Rates****Non-Recurring Current**

Per Occasion	\$100.00
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**Non-Recurring Maximum**

Per Occasion	\$300.00
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**SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)****9.6 Record Order Charge****9.6.1 Description**

Applies to any work performed by the Company in connection with receiving, recording and processing customer requests.

- A. Addition of directory listings.
- B. Change in listed name.
- C. Change of address.
- D. Change of billing party
- E. Change of listed service to non-published service not involving a change in telephone number.

**9.6.2 Rates****Non-Recurring Current**

Per Order Per BTN

\$50.00

**Rates****Non-Recurring Maximum**

Per Order Per BTN

\$150.00

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**SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)****9.7 Customer Premise Work****9.7.1 Description**

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The customer shall be responsible for payment or a non-recurring charge for each visit by the Company to the premise of the Customer solely to determine that a service difficulty or trouble report results from the use of equipment, power, or facilities, or the failure of equipment, power, or facilities located on the Customer's side of the demarcation point or to install wiring or other equipment at the Customer's direction on the Customer's side of the demarcation point.

Customer Premise Work charges apply per customer request when the Company sends one or more technicians at the Customer's request to the Customer premise. When more than one employee is involved at the premise, only one (1) initial charge shall be applied and the additional employee's time will be charged as additional time increments.

**9.7.2 Rates**

When a visit to Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician or a technician acting on behalf of the Company, and the problem is attributable to Customer's equipment or inside wiring, a separate charge of \$150/hour of technician time will be assessed in addition to any/all other charges for the visit and an additional charge of \$95.00/business line.

**9.8 Emergency Services (Enhanced 911):****9.8.1 Description**

Allows Customers to reach appropriate emergency services including police, fire and hospital medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary 911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the person handling the 911 call. The Company will impose a surcharge to all Customers at a level determined by the respective county.

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SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)9.9 Presubscription Changes9.9.1 Description

Customer may change the choice of Primary Interexchange Carrier (PIC) at any time. The customer's original PIC choices are activated at no charge upon inception of local service. Subsequent changes are subject to the following charges.

9.9.2 Rates

	Per Line/Trunk
	Per Occurrence
	Current
InterLATA PIC Change	\$5.00
IntraLATA PIC Change (when available)	\$5.00
Both PIC selections changed simultaneously	\$5.00
	Per Line/Trunk
	Per Occurrence Max:
InterLATA PIC Change	\$15.00
IntraLATA PIC Change (when available)	\$15.00
Both PIC selections changed simultaneously	\$15.00

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**SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)****9.9 Presubscription Changes (Cont'd)****9.9.3 Presubscription Process**

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A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer the he/ she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 8.10.2 above. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

**9.10 Telecommunications Relay Services (TRS):****9.10.1 Description**

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and vice versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by Arizona Revised Statutes 42-5251 – 42-5253.

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**SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)****9.11 Accounting Codes****9.11.1 Description**

Accounting Codes provide customers with a means of restricting calls or itemizing calls, according to specific digits that must be dialed at the end of a long distance telephone number. The length of Accounting Codes may vary from 2 to 6 digits, however, the length must be consistent for each customer location.

Offered are packages of codes that are verified against a specific list of valid numbers, for call restriction, or offers unverified packages of 2-6 digits in length for cataloging by code, the calls made.

**9.11.2 Rates**

<u>Charge Per</u> <u>Customer Location</u>	<u>Non-Recurring</u> Current	<u>Monthly Recurring</u> Current
Verified Packages	\$56.00	\$25.00
Verified Packages	Non-Recurring \$112.00	Monthly Recurring \$50.00

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SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)9.12 Foreign Exchange (FX) Service9.12.1 Description

FX Service enables a Customer to receive a Company-provided Exchange Access Service at a point outside the Exchange Access Service Area corresponding to the NPA-NXX designation (as set forth in Section 4.1) of such Exchange Access Service.

The Local Calling Area and all Usage Service rates which apply to an FX Exchange Access Service are the same as those which regularly apply to other Company-provided Exchange Access Services bearing the same NPA-NXX designation.

9.12.2 Rates

	<u>Non-Recurring</u> <u>Current</u>	<u>Monthly Recurring</u> <u>Current</u>
Foreign Exchange Service	\$500.00	\$1000.00
	<u>Non-Recurring</u> <u>Maximum</u>	<u>Monthly Recurring</u> <u>Maximum</u>
Foreign Exchange Service	\$1000.00	\$2000.00

9.13 Directory Listings9.13.1 Additional Listing

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

	<u>Monthly Recurring Current</u>
Each Additional Listing	\$5.00
	<u>Monthly Recurring Max</u>
Each Additional Listing	\$10.00

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**SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)****9.13 Directory Listings (Cont'd)****9.13.2 Non-Published Listing**

A non-published listing is not listed in either the alphabetical section of the dominant Local Exchange Company's directory or Company directory assistance records and will not be furnished upon request of a calling party. The Company will complete an incoming call to a Customer with a non-published listing only when the calling party places the call by number.

	<u>Monthly Recurring Current</u>
Each Non-Published Listing	\$7.00

	<u>Monthly Recurring Max</u>
Each Non-Published Listing	\$14.00

**9.13.3 Non-Listed Listing**

A non-listed listing is not listed in the alphabetical section of the dominant Local Exchange Company's directory, but is maintained on Company directory Assistance records and will be furnished upon request of a calling party. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a nonlisted telephone number in the directory shall attach to the Company.

	<u>Monthly Recurring Current</u>
Each Non-Listed Listing	\$5.00

	<u>Monthly Recurring Max</u>
Each Non-Listed Listing	\$15.00

**9.13.4 Foreign Listing**

A listing in the alphabetical section of the dominant Local Exchange Company's directories outside the Customer's local exchange may be furnished. The listing is subject to the rates and regulations applicable to the published directory in which the listing is to appear.

	<u>Monthly Recurring Current</u>
Each Foreign Listing	\$3.00

	<u>Monthly Recurring Max</u>
Each Foreign Listing	\$9.00

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SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)9.14 Complex Optional Calling Features9.14.1 Description

These features will include Custom Calling and CLASS features such as Call Forwarding, Call Waiting, Caller ID, etc.

9.14.2 Rates

	<u>Per Order Non-Recurring</u>	<u>Per Feature Monthly Recurring</u>
Optional Calling Feature (with the exception of Caller ID) per feature	<u>Current/Maximum</u> \$30.00/\$60.00	<u>Current/Maximum</u> \$4.95/\$9.90
Automatic Call Return		\$4.95/\$9.90
Call Forward All Calls		\$4.95/\$9.90
Automatic redial		\$4.95/\$9.90
Call Forward Busy		\$4.95/\$9.90
Call Forward Don't Answer		\$4.95/\$9.90
Call Fwd. Remote Access		\$4.95/\$9.90
Call Forward Variable		\$4.95/\$9.90
Call Trace		\$4.95/\$9.90
Call Waiting		\$4.95/\$9.90
Caller ID	\$30.00/\$60.00	\$7.50/\$22.50
Caller ID Blocking	No charge	No charge

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SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)9.14 Optional Calling Features (Cont'd)9.14.2 Rates (Cont'd)Per Service Order  
Non-RecurringPer Feature  
Monthly Recurring

	Current/Maximum	Current/Maximum
Caller ID with Name	\$56.00*/\$112.00	\$8.00*/\$24.00
Caller ID with Name per PRI	\$75.00*/\$150.00	\$125.00*/\$375.00
DID DNIS	\$56.00/\$112.00	\$15.00/\$45.00

\*Caller ID and Caller ID with Name service are furnished by the Company, and the Company will attempt to deliver all names and/or numbers, subject to blocking, technical limitations and the availability of third-party information.

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**SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)****9.15 Multi-Channel Foreign Exchange (FX) Service****9.15.1 Description**

Multi-Channel Foreign Exchange (FX) Service is exchange service furnished to a customer from an exchange other than the one from which the customer would normally be served, allowing customers to have a local presence and one-way communications in an exchange different from their own. The service provides up to 24 channels of IntraLATA inbound only communication service to the customer premises. Each Multi-Channel FX Service requires a T1 facility dedicated to it. The service must be used in conjunction with Local Exchange Access Service. Multi-Channel FX Service rates are in addition to Local Exchange Access Service rates described in Section 4 of this tariff.

**9.15.2 Rates**

	<u>Non-Recurring</u> <u>Current</u>	<u>Monthly Recurring</u> <u>Current</u>
Multi-Channel FX Service	\$50.00	\$100.00
	<u>Non-Recurring</u> <u>Maximum</u>	<u>Monthly Recurring</u> <u>Maximum</u>
Multi-Channel FX Service	\$150.00	\$300.00

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**SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)****9.16 Call Completion Service for Directory Assistance (CCS-DA)**

Call Completion Service for Directory Assistance (CCS-DA) provides a customer requesting a number from Directory Assistance the ability to be automatically connected to the requested number. A mechanized announcement or a live Directory Assistance operator may offer call completion to the customer. The call is completed on a sent paid basis.

**9.16.1 Basis for Charges**

- A. CCS-DA will be furnished where facilities and operating conditions permit.
- B. The offering provides call completion of DA calls only.
- C. CCS-DA will not complete calls to WATS, 800 type services, 900 type services, or 976 type services.
- D. CCS-DA must be connected via Directory Assistance and is not available to operator assisted calls such as, but not limited to, person-to person, collect, conference, calling card, or third number calls.
- E. No discount may be applied to the CCS-DA basic service charge.
- F. CCS-DA is furnished solely for the telephone calling purposes of the caller. The Company assumes no responsibility or liability for any errors in the information furnished. The caller shall indemnify the Company and hold it free and harmless of and from any and all claims, demands, or damages that shall arise from the use of the service.

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SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)9.16 Call Completion Service for Directory Assistance (CCS-DA) (Cont'd)9.16.2 Rates and Charges (Cont'd)

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The following rate is in addition to the rates and charges for other tariffed services including, but not limited to, any applicable local or toll charges.

	<u>Rate</u> <u>Current</u>	<u>Rate</u> <u>Maximum</u>
Call Completion Service for Directory Assistance, per call completed	\$0.35	\$1.05

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SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)9.17 B-Channel Transfer on PRI

Allows two calls over an ISDN PRI between two end-users and a controller to be transferred so that the two end users are connected to each other, and the two B channels on the ISDN PRI are released and available for call handling. The controller can be a PBX or other intelligent peripheral devices. The number of transfers is limited to the number of B-channels the customer purchases.

Current Monthly Recurring ChargeB-Channel Transfer rates

\$50.00 per PRI

Maximum Monthly Recurring ChargeB-Channel Transfer rates

\$150.00 per PRI

9.18 Direct Trunk Overflow

The Direct Trunk Overflow (DTO) feature, where available, gives the Customer another termination option if all of their DID trunks are busy. This all-trunks busy condition may be caused either by legitimate heavy incoming traffic or by a trouble condition where the T1 system is down and the 5ESS senses that trouble as an all-trunks-busy condition. During either busy condition, the incoming call attempts to terminate to the DID group. When the 5ESS sees all trunks busy, it will choose an alternate route for the call to a telephone number that is programmed in the 5ESS only. This telephone number has the Call Forward Remote feature assigned to it and forwards the call to a number chosen by the Customer.

Remote Access DTO enables the customer to activate and/or update the Call Forwarding on their DTO from any location. The customer uses a provided remote-access toll free number, the DTO Call Forwarding line and their four-digit PIN to review or change their call forwarding number.

	<u>Current Monthly Recurring Charge</u>	<u>Current Non- Recurring Charge</u>
Direct Trunk Overflow	\$49.95	\$25.00
	<u>Maximum Monthly Recurring Charge</u>	<u>Maximum Non- Recurring Charge</u>
Direct Trunk Overflow	\$99.95	\$75.00

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SECTION 9 - MISCELLANEOUS SERVICES (Cont'd)9.19 Emergency Call Forwarding Charge

At the Business Customer's request, the Company may assist in activating or updating their Call Forwarding (or Call Forwarding on their DTO). The Company will provide this assistance at no cost to the Customer if the request is due to a problem with the underlying carrier's network. If it is not an underlying carrier network problem, then the Customer will be billed a non-recurring charge per line.

Current Non-Recurring Charge

Emergency Call Forwarding \$99.00 per line

Maximum Non-Recurring Charge

Emergency Call Forwarding \$150.00 per line

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**SECTION 10 - SPECIAL ARRANGEMENTS****10.1 Special Construction****10.1.1 Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- A. non-recurring type charges;
- B. recurring type charges;
- C. termination liabilities; or
- D. combinations thereof.

**10.1.2 Basis for Cost Computation**

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - 1. equipment and materials provided or used,
  - 2. engineering, labor and supervision,
  - 3. transportation, and
  - 4. rights of way;
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

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**SECTION 10 - SPECIAL ARRANGEMENTS (Cont'd)****10.1 Special Construction (Cont'd)****10.1.2 Basis for Computation (Cont'd)**

- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

**10.1.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- A. The termination liability period is the estimated service live of the facilities provided.
- B. Unless previously paid pursuant to 9.1.1 and 9.1.2, the amount of the maximum termination liability is equal to the estimated amounts for:

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**SECTION 10 - SPECIAL ARRANGEMENTS (Cont'd)****10.1 Special Construction (Cont'd)****10.1.3 Termination Liability (Cont'd)**

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**B. (Cont'd.)**

1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
  - a. equipment and materials provided or used,
  - b. engineering, labor and supervision,
  - c. transportation, and
  - d. rights of way;
2. license preparation, processing, and related fees;
3. tariff preparation, processing, and related fees;
4. cost of removal and restoration, where appropriate; and
5. any other identifiable costs related to the specially constructed or rearranged facilities.

- C. The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 2.8 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 2.8 preceding shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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**SECTION 10 - SPECIAL ARRANGEMENTS (Cont'd)****10.2 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

**10.3 Temporary Promotional Programs**

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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**SECTION 11 – EXCHANGE & SERVICE AREAS****11.1 Service Area**

The Company includes all the exchanges in Arizona as the potential areas where alternative local service is planned, where facilities are available and pending appropriate interconnection agreements.

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**11.2 Exchange Areas Serviced**

Local Calling Areas: Company will offer Services statewide. The specific calling areas serviced by Company can be found in the tariff on file by the incumbent local exchange provider. The NXXs associated with each particular exchange or zone may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange area.

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